

REMARKS

The drawings are objected to for alleged reason.

The Office Action requests correcting any errors in the specification of which applicant may become aware. According to the foregoing, the specification is amended taking into consideration the Examiner comments. Further, the Office Action provides "The use of trademark BLACKBERRY has been noted. It should be capitalized whenever it appears and be accompanied by the generic terminology." Only paragraph 26 refers to the term "BLACKBERRY," and according to the foregoing paragraph 26 is amended taking into consideration the Examiner comments.

The Office Action objects to the claims because allegedly "A claim that depends from a dependent claim should not be separated by any claim that does not depend from said dependent claim ... MPEP 608.01(n)."

Claim 6 is rejected under 35 USC 112, first paragraph, for alleged non-enablement.

Claims 3, 4, 10, 19 and 21 are rejected under 35 USC 112, second paragraph, for alleged indefiniteness.

Claims 1-28 and 30 are rejected under 35 USC 102(e) as being anticipated by Goldstein (US Patent No. 6,957,334).

Claim 29 is rejected under 35 USC 103(a) as being unpatentable over Goldstein in view of Official Notice (regarding merchant advertisement or directory service).

Claim 31 is rejected under 35 USC 103(a) as being unpatentable over Goldstein in view of Official Notice (art recognized equivalents).

In accordance with the foregoing, the specification and claims have been amended, and thus, pending claims remain for reconsideration which is respectfully requested. No new matter has been added in this Amendment. The objections and rejections are traversed.

DRAWING OBJECTION

The Office Action objects to FIGS. 1-4 for allegedly failing to comply with 37 CFR 1.84(p)(4), because reference characters 102, 104, 105 and 136 have been used to designate different parts with the same numbers.

It is respectfully submitted that the reference numbers 102, 104, 105 and 136 comply with 37 CFR 1.84(p)(4), because as described, for example, in paragraph 55, reference number

102 refers to a consumer device 102 as a Universal Pervasive Transaction Device (UPTD) 102 useable by a consumer or customer and as shown in the drawings as a customer 102. For example, paragraphs 197 and 198 define the term "consumer" and "merchant." Paragraph 197 provides "Consumer' stands for either the consumer's device 102 (consumer UPTF client device 102, or UPTD 102) or the combination of UPTD 102 and its registered owner (consumer, person) interaction with it." See also paragraph 198 for the phrase "Merchant." According to the foregoing, paragraph 55 is amended for clarity, taking into consideration the Examiner comments. For example, the present Application paragraph 57 supports the specification amendment.

Further, as described, for example, in paragraph 55, reference number 104 refers to a merchant device 104 implemented as a merchant transaction server (MTS) 104 in FIGs. 1 and 2. In FIGs. 3-4, the merchant device 104 is implemented and expressly referred as a segmented merchant transaction server (local) 105 and merchant transaction server (remote) 136. Accordingly, same reference numbers 104, 105 and 136 do not designate different parts with same number, and comply with 37 CFR 1.84(p)(4).

The drawing objections are hereby traversed as a complete reply to the drawing objections, and withdrawal of the objection to drawings is respectfully requested.

CLAIM OBJECTIONS

The Office Action objects to the claims because allegedly "A claim that depends from a dependent claim should not be separated by any claim that does not depend from said dependent claim ... MPEP 608.01(n)." However, 37 CFR 1.75 requires a dependent claim refer to a preceding claim, and it is respectfully submitted that all dependent claims comply with the 37 CFR 1.75 requirement by referring to a preceding claim. For example, objected to claims 16-18 refer to a preceding claim 13. MPEP 608.01(n) provides that a claim which depends from a dependent claim should not be separated by any claim which does not also depend from said dependent claim, but it is not requirement of 37 CFR 1.75. Further, MPEP 608.01(n) expressly provides, "In general, applicant's sequence will not be changed." According, the sequence of claims meets 37 CFR 1.75 and withdrawal of the objection is respectfully requested.

35 USC 112, FIRST PARAGRAPH, REJECTION

The Office Action rejects claim 6 because allegedly the claim language "manually discovering one or more merchant devices" is not enabled. However, this claim language refers

to a user input merchant identification information for discovering a merchant device. For example, the present Application paragraphs 155-164, 176 and 283-287, as also acknowledged by the Examiner, enable one skilled in the art to automatically discover a merchant device by, for example, by discovering the merchant device network ID. And the original language of claim 6 itself provides a written description of the claimed embodiment “manually discovering one or more merchant devices,” which enables one skilled in the art because one skilled in the art would know how to implement a “manual discovery” by providing a user interface for a user entering the merchant device network ID. Further, according to the forgoing the language of claim 6 is added to the specification to provide proper antecedent basis in the specification for claim 6 (see MPEP 608.01(l), (o); 608.04; and 2163.06, 2163.06 III).

Accordingly, withdrawal of the 35 USC 112, first paragraph, rejection is respectfully requested.

35 USC 112, SECOND PARAGRAPH, REJECTION

Claims 3, 4, 10, 19 and 21 are rejected for being indefinite. According to the foregoing, the claims are amended taking into consideration the Examiner's comments.

In particular, for example, the present application paragraphs 202-207 and FIG. 10-13 support the amendments to claims 10 and 11.

Withdrawal of the indefiniteness rejections is respectfully requested.

35 USC 102 & 103 PRIOR ART REJECTIONS

Claims 1-28 and 30 are rejected under 35 USC 102(e) as being anticipated by Goldstein (US Patent No. 6,957,334).

Claim 29 is rejected under 35 USC 103(a) as being unpatentable over Goldstein in view of Official Notice (regarding merchant advertisement or directory service).

Claim 31 is rejected under 35 USC 103(a) as being unpatentable over Goldstein in view of Official Notice (art recognized equivalents).

The independent claim is 1. According to the foregoing, independent claim 1 is amended. For example, the present Application FIGS. 10-28 and 57 and paragraphs 225-238, 505-517, 565, and 598-604 support the claim amendments.

A prima facie case of anticipation cannot be established based upon Goldstein, because

Goldstein fails to disclose, either expressly or inherently (by necessarily including) each and every element set forth in independent claim 1 including the claimed "

...
generating, by the consumer, **a first consumer view** of the **purchasing agreement** and transmitting the **first consumer view** of the **purchasing agreement** to the third party;

generating, independently by the merchant, **a second merchant view** of the agreement and transmitting the **second merchant view** of the agreement to the third party; and

...
verifying, by the third party STS, identities of the merchant and the consumer, based upon the consumer and merchant views of the purchasing agreement, and that the

verifying, by the third party STS, the purchasing agreement by verifying details of the independently generated consumer and merchant views of the agreements of the purchasing agreement are consistent with each other, and

taking action, by the third party STS, to execute the purchasing agreement if the conditions are satisfied based upon the verified purchasing agreement.

The Office Action relies upon Goldstein Abstract, column 2, line 46 to column 3, line 3, lines 45-58 and column 8, lines 26-50. However, Goldstein discusses a user authenticating itself for a merchant with a Guarantor in which "the guarantor authenticates user and provides authentication documents back to the user for use in transactions with merchants" (Goldstein Abstract, FIG. 1). Goldstein FIG. 1 shows that a cookie 20 containing the authentication document contains whether the user is authentic, payment info, guarantee number, time limit and digital signature (Goldstein column 6, lines 43-67). In other words, according to the Goldstein embodiments, the guarantor only authenticates the user for the merchant so the merchant can complete the transaction (see Goldstein, column 3, lines 33-61; column 5, lines 56-67; column 7, lines 36-67). Thus, Goldstein fails to disclose, either expressly or inherently, the claimed "**verifying, by the third party STS, identities of the merchant and the consumer, based upon the consumer and merchant views of the purchasing agreement,**" because in Goldstein the guarantor only authenticates one agreement party, namely the user, but Goldstein is silent on authenticating the merchant.

Further, Goldstein fails to disclose, either expressly or inherently, the claimed "**verifying, by the third party STS, the purchasing agreement by verifying details of the**

independently generated consumer and merchant views of the agreements of the purchasing agreement are consistent with each other," because in Goldstein the guarantor only authenticates the user, but Goldstein is silent on "verifying, by the third party STS, the purchasing agreement." In other words, in Goldstein column 7, lines 36-67 the guarantor only includes the merchant transaction identifier in the authentication document and Goldstein does not verify the order requested by the user, so Goldstein fails to disclose, either expressly or inherently, "verifying, by the third party STS, the purchasing agreement by verifying details of the independently generated consumer and merchant views of the agreements of the purchasing agreement are consistent with each other." Further, Goldstein is silent on the claimed "*independently generated consumer and merchant views of the agreements of the purchasing agreement*."

Further, in contrast to Goldstein, the claimed embodiment provides "taking action, by the third party STS, to execute the purchasing agreement if the conditions are satisfied based upon the verified purchasing agreement." It is readily apparent Goldstein fails to disclose, either expressly or inherently, the claimed "taking action, by the third party STS, to execute the purchasing agreement," because in Goldstein the user provides the authentication document to the merchant and the merchant uses the received authentication document to complete the transaction.

Accordingly, a prima facie case of anticipation of independent claim 1 cannot be established base upon Goldstein, and dependent claims recite patentably distinguishing features of their own or are at least patentably distinguishing due to their dependencies form the independent claims, and, thus, withdrawal of the rejection of pending claims and allowance of pending claims is respectfully requested.

CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,
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